

PRE-BID CONFERENCE

IFB02-548788-12

A PRE-BID CONFERENCE WILL BE HELD ON DECEMBER 11, 2001 AT 9:00 A.M.
IN THE DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, SUITE 427, 12000
GOVERNMENT CENTER PARKWAY, FAIRFAX, VIRGINIA, IN CONFERENCE ROOM #1.

ATTENDANCE AT THE CONFERENCE IS URGED FOR ALL PROSPECTIVE BIDDERS.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035-0013

www.co.fairfax.va.us/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

ISSUE DATE: November 29, 2001	INVITATION FOR BID: IFB02-548788-12	FOR: Doors, Overhead; Electric Gates & Operators – Repair, Replacement, Furnish & Install New
AGENCY: Facilities Management FCPS Logistical Services,	DATE/TIME OF OPENING: January 3, 2002 @ 3:00 P.M	CONTRACT ADMINISTRATOR: Loretta Robertson Saxe -703-324-3269

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:	Phone/Fax No.:	/
	Va. State Contractor's License No.:	
	Federal Employer Identification No., or	
	Federal Social Security No.(Sole Proprietor)	
	Prompt Payment Discount:	___% for payment within ___ days/net ___ days
	Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No.	
E-Mail Address:		

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION
State in which Incorporated: _____

Vendor Legally Authorized Signature	Date	(Impress Corporate Seal Here)
Print Name and Title	Secretary	

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: BL02-548788-12 **DATE OF AWARD:** _____

Accepted as to Item(s) Indicated: _____

Contract Administrator
LORETTA ROBERTSON SAXE, CPPB

Purchasing Agent
ARMAND E. MALO, CPPO

Sealed bids in duplicate, subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at **12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013** on opening date and time specified, and then publicly opened and read, for furnishing items specified therein to specified destinations within the time specified or stipulated by the Bidder.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error).

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §11-37 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising, the mailing of an Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, bid Cover Sheets and Pricing Schedules are furnished in duplicate and all bids shall

be submitted in duplicate, on the forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1) It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2) The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS-All solicitation packages will contain a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic or facsimile bids/modifications will not be considered.

14. BIDDERS PRESENT-At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the Office of the Purchasing Agent during regular County business hours for a period not less than thirty (30) calendar days after date of opening. Abstracts or tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.co.fairfax.va.us/dpsm> for a minimum of 30 days.

At the time fixed for the receipt of responses for request for proposals, only the names of the offerors will be read and made available to the public.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidders List.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.

Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in

the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

26. TIE-BIDS – If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery time, preference will be given to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident of Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public, except when in the judgement of the County such purchase would operate to the disadvantage of the County. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL BUSINESS ENTERPRISE PROGRAM-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with disabilities; a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 7:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been

previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad

charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

- a. Fairfax County Public Schools
Assistant Superintendent - Financial Services
10700 Page Avenue
Fairfax, Virginia 22030
- b. County of Fairfax
Office of Finance
P. O. Box 1327, Drawer A
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority
Finance Division
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444
- d. Fairfax County Park Authority
12055 Government Center Parkway
Suite 927
Fairfax, Virginia 22035-1118

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on

the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless

the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.co.fairfax.va.us/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or

secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend

or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall

be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE -During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$30,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this

section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Armand E. Malo
COUNTY PURCHASING AGENT

SPECIAL PROVISIONS1. SCOPE:

- 1.1 This solicitation is issued to provide a ready "as required" source for **Doors, Overhead; Electric Gates and Operators – Repair, Replacement, Furnish and Install New**, for all agencies and activities of the County of Fairfax, and will be used as a primary source for the items listed herein
- 1.2 Interested Bidders should have a flexible organization and be capable of performing multiple assignments at one time for emergency and non-emergency calls.
- 1.3 **BID SUBMITTALS:** Bidders are required to include the following in their bid: The County will not waive these requirements as minor informalities and **failure to provide these requirements will result in rejection of the bid.**
- Vendor Legal Authorized Signature
 - Notarized Safety Violations Certificate, Ref: Special Provisions paragraph 7.
 - Evidence of State Contractor License, Ref: Special Provisions paragraph 8
 - Three references for whom you have performed similar contract work during the past two (2) years. ***Fairfax County Government (FCG), and Fairfax County Public Schools (FCPS), to include all agencies and authorities, shall be considered as a single entity (one reference) for the purpose of these references. The County will not consider bids which fail to provide references as specified above.***
- 1.4 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

2. PERIOD OF CONTRACT:

- 2.1 The period of this contract shall be February 1, 2002 through January 31, 2004.
- 2.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for three additional one year periods. This contract may be renewed at the expiration of its term by agreement of both parties.
- 2.3 Notice of intent to renew will be given to the Contractor in writing by the County Purchasing Agent, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 2.4 It should be noted that multi year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then the affected multi year contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

SPECIAL PROVISIONS, continued**3. PRICES AND PRICE ADJUSTMENT:**

- 3.1 Labor Rates specified by the bidder, shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, including but not limited to all direct and indirect overhead costs, transportation, supervision, general and administrative costs, etc. Labor rates will be paid on the basis of time at the site.
- 3.2 The Successful Bidder may be required to provide materials, equipment rental and subcontractors to fulfill the requirements of the contract. If the successful bidder provides miscellaneous materials, equipment rental or subcontractors, the compensation will be based on the actual cost of the materials, equipment or subcontractors with a mark-up equal to the percentages shown below. No additional costs of any kind will be allowed.

Miscellaneous Materials markup: 25%

Equipment Rental and Subcontracting markup: 10%

Note: Invoices which include miscellaneous materials (\$25.00 or more), equipment rental or subcontractor charges shall be accompanied by suppliers/subcontractor's invoices to substantiate costs to Contractor. The Contractor shall make every attempt to obtain the lowest prices for materials and rental equipment.

- 3.3 The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days from the first day of the contract period. If the Contractor's prices increase after 365 days, the contract unit prices may be increased only upon approval of a written request to the Purchasing Agent. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed, via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 3.4 The request for a change of the unit price, shall include as a minimum:
- (1) the cause for the adjustment;
 - (2) the proposed effective date; and
 - (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).
- 3.5 The price adjustment shall be by the same percentage as documented, and the contract shall be modified accordingly provided THAT the total of the increase in a contract unit price made after 365 days shall NOT exceed a total of five percent (5 %) of the original contract unit price. IF this contract is renewed, the percentage increase shall not exceed five percent (5%) per contract period on the price(s) prevailing at the time of renewal.
- 3.6 Price decreases shall be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.

4. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 4.1 As requirements arise for specific services covered herein, orders will be placed by the authorized individuals. Please refer to the paragraph entitled, METHOD OF ORDERING.

SPECIAL PROVISIONS, continued5. TIME OF PERFORMANCE:

- 5.1 Fairfax County requires that routine service response be made at destination within four hours, after receipt of call (ARO),. Requests for emergency service require response within two hours ARO. ***The Contractor shall satisfy this emergency requirement seven days per week, 24 hours per day.***

Bidders are required to indicate their response times ***IF*** different than those specified in paragraph 5.1, above. Indefinite terms such as "promptly," or "without delay," etc., will not be given consideration. ***Where no times are entered, it is understood that service response shall be made at destination within four hours, after receipt of call, for routine calls and two hours, after receipt of call, for emergency calls***

If the Contractor fails to respond to an emergency call within 2 hours, of the time of notification, the County has the right to call another vendor to make the emergency repair, and the Contractor will be liable to the County for costs in excess of the original Contract amount.

- 5.2 The County will begin its evaluation of bids with the lowest responsive bids meeting the required response times indicated above in paragraph 5.1. If no bids are received offering the service response time specified, the County reserves the right to evaluate the bids, and award a contract to the lowest responsive, responsible bidder offering the shortest service times.
- 5.3 Routine service and repairs will be made at various locations in Fairfax County between the hours of 8:00 a.m. and 4:30 p.m. on regular County business days unless other arrangements have been made. The date(s) and place(s) of the required repairs under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed, if other than the required time indicated on the Pricing Schedule. Work, scheduled for weekends, will be arranged, at least 48 hours in advance.
- 5.4 Estimates, when requested, shall be returned no later than three (3) working days, unless a different time of return is mutually agreed to between the agency and the Contractor. Estimates shall be furnished by the Contractor ***at no charge***, and are to be considered an overhead cost to be included in the bid amounts. Estimates are to be detailed, outlining contract unit costs, including time and materials and estimated cost of equipment rental and/or subcontractors, before and after markup.

This detail will enable agency personnel to validate the estimated total amount against the current contract prices, and to ascertain budgetary requirements. Estimates will cover only quoted work. Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the County.

- 5.5 Bidders shall indicate, on the Pricing Schedule, a contact person's name and telephone number for normal County working hours, 8:00 a.m. – 4:30 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal County working hours, nights and weekends, the bidder shall list on the Pricing Schedule a contact person and telephone number or have a voice mail paging system or answering service. Bidder using a voice mail system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

6. RESPONSE TIME FAILURE:

- 6.1 Bidders are CAUTIONED to consider the response times they indicate, as they will be required to adhere to those response times. Bidders are directed to Paragraph 37, General Conditions and Instructions to Bidders.

7. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

SPECIAL PROVISIONS, continued

The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on January 28, 1980, and modified on February 24, 1992, and March 13, 1995, as follows:

- 7.1 It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating, of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following safety violations which have become final in the three years prior to the bid submission:
- A. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan of any other state; or
 - B. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan from any other state.
 - C. Termination of a contract between the contractor and the County by the Purchasing Agent or his designee for safety violations.

If the bidder has not received or been the subject of any such violations in the three years prior to the bid submission, then the bidder shall so indicate by certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to bid submission.

- 7.2 No County construction contract, as discussed above, may be bid on by any bidder or contractor who has been the subject of any citations for the type and number of violations listed in paragraph 7.1, above, which have become final within three years prior to bid submission.
- A. Notwithstanding the language of paragraph 7.2, above, any bidder or contractor who has been the subject of a violation, as described in paragraph 7.1A, which has become final within three (3) years prior to bid submission, may bid, after a mandatory waiting period of twelve (12) months from the date the violation became final, if the bidder or contractor meets the eligibility criteria set forth in paragraph 7.4, below.
 - B. Notwithstanding the language of paragraph 7.2, above, any bidder or contractor who has been the subject of three (3) or more serious violations, as described in paragraph 7.1B, for a period of three (3) years following the date that last violation became final, may not bid unless after a twelve (12) month period, it demonstrates to the satisfaction of the County that it has taken all reasonable and appropriate steps to prevent a recurrence of such a violation.
 - C. Any bidder or contractor who has previously been terminated from a County contract as described in paragraph 7.1C for a period of three (3) years following termination, unless after a twelve (12) month period, the bidder or contractor demonstrates to the satisfaction of the County that it has taken all reasonable and appropriate steps to prevent a recurrence of such a violation.

SPECIAL PROVISIONS, continued

7.3 Prior to bidding on a project under the provisions of paragraph 7.2, above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding its eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received no later than twenty-one (21) days before bids are due unless otherwise stated in the Advertisement for Bid.

7.4 At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor's eligibility. The criteria used by the Risk Manager in reviewing the corrective action taken by a bidder or contractor to prevent the recurrence of safety violations shall include but not be limited to the following:

- Does the firm have an established safety program? If so, how long has it been in existence?
- Does the firm incorporate safety and health related issues into their new employee orientation programs?
- Does the firm include work safety as a part of an employee's performance evaluation?
- To what degree does senior corporate management support safety related matters? Does the firm have a safety policy statement signed by a member of senior corporate management?
- Does the firm have a full time Safety Manager? Does this person report to a high level, authoritative position within the Company?
- Are safety inspections conducted at work sites? If so, how often and by whom?
- Are safety training programs conducted for employees? If so, how often and by whom?
- Are safety "tailgate meetings" conducted by the firm? If so, how frequently?
- Does the firm have a visibly active safety committee? If so, how often does it meet? Who serves on the committee?
- Is the firm an active member of a recognized construction safety organization in the Washington Metropolitan Area, or in the state of contractor's domicile?
- What is the firm's Workers' Compensation Experience Modification Factor? Are there any evident trends?

The determination rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.

7.5 It shall be a condition of each County construction contract, as discussed above, that no Contractor or Subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

7.6 No contractor awarded a County construction contract shall knowingly employ or contract with any person, company, or corporation for services pursuant to that contract if such person, company, or corporation could not have been awarded such contract due to the restrictions in paragraph 7.2, above

SPECIAL PROVISIONS, continued8. STATE REGISTRATION OF CONTRACTOR:

- 8.1 If a contract is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor". (Non Virginia licenses are not acceptable.) If a contract is seventy five hundred (\$7,500) dollars or more but less than seventy thousand dollars (\$70,000), the bidder is required to show evidence of being licensed as a "Class B Contractor". If a contract is one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (\$7,500), the bidder is required to show evidence of being licensed as a "Class C Contractor"

The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license. The bidder shall provide a copy of the license

"Licensed Class A Virginia Contractor No. _____"

"Licensed Class B Virginia Contractor No. _____"

"Licensed Class C Virginia Contractor No. _____"

- 8.2 Bidders shall enter on the Acceptance Page (DPSM 31) **AND** on page 30 of the Pricing Schedule, the license number and class of the license issued.

9. CONTACT FOR ADMINISTRATION:

- 9.1 In the event a contract is executed with your firm as a result of this solicitation, in the space provided on the Pricing Schedule, page 27 please indicate the **person(s)** we may contact for prompt contract administration.

10. INTERPRETATION OF BID:

- 10.1 Any **contractual** questions pertaining to this solicitation to should be directed to:

Loretta Robertson Saxe, CPPB, Contract Administrator
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone Number: (703) 324-3269

- 10.2 Any **technical** questions pertaining to this solicitation shall be directed to:

Fred Lester
Facilities Management Division
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035-0011
Telephone: (703) 324-2819

Chuck Compton, Branch Manager
FCPS- Logistical Services
5025 Sideburn Road
Fairfax, Virginia 22032
Telephone: (703) 764-2435

11. SUBMISSION OF BIDS:

- 11.1 Each bidder must use the attached Pricing Schedule for submitting their bid. Bidder must show labor rates and response times for each item for which a bid is submitted.

SPECIAL PROVISIONS, continued

- 11.2 All bidders must return three copies of the Cover Sheet, duly signed with the corporate seal impressed, if applicable, and three copies of the Pricing Schedule (Forms DPSM33, 34, 35), keeping all remaining pages for your files. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understands it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. All bids must be received by the receptionist at the following location prior to the date and time specified: Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0014.

BIDS RECEIVED AFTER THE DATE AND TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.

- 11.3 Due to enhanced security at the Government Center, all packages must be inspected prior to delivery. All IFB responses, personally delivered by the Bidder, may be subject to inspection at the front entrance upon entering the Government Center. In addition, IFB responses submitted in a box, regardless of the size, must be presented, for inspection, to the loading dock at the Government Center prior to delivery to a County office. Therefore, Bidders are cautioned to plan ahead and arrive at the Government Center at least one (1) hour prior to bid opening time. The County will not accept as an excuse, for a late bid, that a Bidder was delayed because of package inspection.

12. ORDER OF PRECEDENCE:

- 12.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders, included herein or any other Contractor document.

13. BID EVALUATION/CONTRACT AWARD:

- 13.1 Bids will be evaluated and award will be made in the aggregate, or by Part, on the basis of the bidder with the highest total number of factor points. The County reserves the right to award the contract in the aggregate, or by Part, and to make Primary and Secondary awards as needed to fulfill the anticipated requirements of Fairfax County.
- 13.2 In the event the County makes Primary and Secondary awards, the secondary source shall be used only for urgent repair and installation requests, where the primary source cannot meet the response time requirements; **or** if the job has an estimated value greater than \$25,000, whereby the agency shall seek a "do not exceed" estimate from both the Primary and Secondary contractor. Award of the job will then be made to the lowest bidder.
- 13.3 Weighted Factors to be considered in the evaluation are as follows.

FACTOR

POINTS

PART 1 – Labor Rates: Equipment Repairs

Regular Hours (Mon-Fri, 8:00 a.m.-4:30 p.m.)

Mechanic – 55

Helper – 25

Overtime (Mon-Fri, 4:30 p.m. – 8:00 a.m. Weekends and Holidays)

Mechanic – 15

Helper – 5

PART 2 – Labor Rates: Replacement/New Installation

SPECIAL PROVISIONS, continued

Regular Hours (Mon-Fri, 8:00 a.m.-4:30 p.m.)

Mechanic –	25
Helper –	10

Overtime (Mon-Fri, 4:30 p.m. – 8:00 a.m. Weekends and Holidays)

Mechanic –	10
Helper –	5

- 13.4 Points will be awarded according to the following formula. The low bidder for each line item will receive the maximum number of factor points available for that line item.

$Z = (Y / N) \times P$, where:

P =	Maximum # of points to be awarded for the line item
N =	Price bid by Bidder "N"
Y =	Low bid for the line item
Z =	Points awarded to Bidder "N"

For Example:

If there are 3 bids for an item, and that particular item has 45 points:

Bidder A bids \$50.00,	Score Bidder A as $(Z) = (30 / 50) \times 45$	for 27.0 points
Bidder B bids \$30.00,	Score Bidder B as $(Z) = (30 / 30) \times 45$	for 45.0 points
Bidder C bids \$51.00,	Score Bidder C as $(Z) = (30 / 51) \times 45$	for 26.4 points

14. INSURANCE REQUIREMENTS:

- 14.1 The Contractor shall not commence work on the site until they have obtained all insurance required under this article nor shall the Contractor allow any Subcontractor to commence work on their Subcontract until all similar insurance required of the Subcontractor has been obtained. The Contractor shall agree to furnish certificates of such coverage if requested by the County Purchasing Agent.
- 14.2 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- 14.3 The Contractor shall, during the continuance of all work under the Contract provide the following:
- A. Maintain statutory Worker's Compensation and Employers' Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - B. The Contractor agrees to maintain Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
 - C. The Contractor agrees to maintain, owned, non-owned, and hired Automobile Liability insurance, in the

SPECIAL PROVISIONS, continued

amount of \$1,000,000 per occurrence, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor, in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

- D. The Contractor agrees to maintain Contractor's Liability Insurance in the amount of \$1,000,00.00 per occurrence to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

- E. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or subcontractor's work under this contract, or a copy of the endorsement itself.
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- F. Liability insurance may be arranged by General Liability and Automobile liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- G. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market's policy holder surpluses are equal to or exceed the surpluses that correspond to Best's A:VI Rating or better.

- H. Hold-harmless and Indemnification:

Article 63 (Page 7) of the General Conditions and Instructions to Bidders shall apply.

- I. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.
- J. The Contractor will secure and maintain all insurance certificates of its subcontractors which shall be made available to the County on demand.

SPECIAL PROVISIONS, continued

- K The Contractor will provide on demand certified copies of all insurance coverages related to the Contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 14.4 ***No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.***
- 14.5 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the Contract.
- 14.6 Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 14.7 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 14.8 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 14.9 Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- 14.10 Any loss, insured under subparagraph "14.3-D", is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause. The contractor shall pay each subcontractor a just share of any insurance monies received by the contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to their sub-subcontractors in similar manner.
- 14.11 When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and contractor. The insurance company or companies providing the property insurance recognize this contingency and shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 14.12 ***The County, its officers and employees shall be named as an "additional insured" and "loss payee" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."***
- 14.13 ***If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.***
- 14.14 ***The Fairfax County contract number shall be noted on the Insurance Certificate.***

SPECIAL PROVISIONS, continued15. METHOD OF ORDERING:

- 15.1 The County may use four (4) different methods of placing orders against the final contract: Blanket Purchase Orders (BP's); Purchase Orders (PO's); Small Orders (SO's); and, approved County procurement cards.
- 15.2 A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code, to be used when ordering, to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 15.3 Orders may be placed orally by authorized employees of the County, identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 15.4 A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become a part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia.
- 15.5 Procurement Card orders and payments may be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with Bank-1-One/Master Card. Contractors are encouraged to accept this method of receiving orders.
- 15.6 Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.
- 15.7 Regardless of the method of ordering used, performance time and dates are determined solely by the contract and any modification thereto.
- 15.8 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency. Purchase requisitions shall not be used for placing orders.

16. ADDITIONS/DELETIONS:

- 16.1 The County reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. Prices for items/services to be added to the contract will be mutually agreed to by Fairfax County and the Contractor. Contract amendments will be issued for all additions or deletions.

17. CANCELLATION OF ORDERS:

- 17.1 Purchases made under this contract are for services specified herein. Time is of the essence in providing the service ordered. The County reserves the right to cancel the order and/or to refuse service if the services provided are not furnished within the period of time specified in this contract.

SPECIAL PROVISIONS, continued18. EMERGENCY PURCHASES:

- 18.1 Should the Contractor be unable to furnish the required item or service, within the period of time specified in the contract, the County reserves the right to make emergency purchases from other sources.

19. CORRESPONDENCE:

- 19.1 All communications between the parties hereto relating to details, progress and coordination of the work shall be through the Project Manager and shall be deemed binding only when in writing.

20. PERMITS AND LICENSES:

- 20.1 When County work permits are necessary, the Contractor shall be reimbursed for only the County's permit charge. The Contractor must include the permit charge on the monthly invoice. The Contractor shall, without additional expense to the County, be responsible for obtaining other necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work.
- 20.2 The Contractor shall be similarly responsible for all damages to persons or property that occur as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

21. REPRESENTATIONS OF CONTRACTOR:

- 21.1 The Contractor represents and warrants:
- A. They are financially solvent and experienced in and competent to perform the type of work.
 - B. They are familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.
 - C. That such temporary and permanent work required by them can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

22. SUPERINTENDENCE BY CONTRACTOR:

- 22.1 It shall be the Contractor's responsibility to completely supervise and direct the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the General Contractor.

23. IDENTIFICATION:

- 23.1 Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative office each time a County or school facility is visited.

SPECIAL PROVISIONS, continued

All contractors working in the Government Center or Public Safety Center complex, will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist

24. USE OF PREMISES:

- 24.1 On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and the directions of the Owner's Representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor.
- 24.2 The Contractor shall be responsible for repairing or replacing any work damaged by their operations within ten (10) days after notification by the Owner's Representative that damage has occurred.
- 24.3 It will be the responsibility of the Contractor to report, in writing, to the Owner's Representative any damages found prior to any work at the site.

25. PROTECTION OF WORK AND PROPERTY:

- 25.1 The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with this Contract. The Contractor shall at all times safely guard and protect their own work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Owner or by the Owner's duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

26. ALL WORK SUBJECT TO CONTROL OF PROJECT MANAGER:

- 26.1 In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Project Manager and shall perform all work to the satisfaction of the Project Manager and at such times and places, by such methods and in such manner and sequence as he may require. The Project Manager shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra work orders and shall decide all other questions in connection with the work.
- 26.2 The Contractor shall employ no plans, equipment, materials, methods or persons to which the Project Manager objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Project Manager's permission. The Project Manager shall confirm in writing, any oral order, direction, requirement or determination.

27. PROJECT MANAGER'S CONTROL NOT LIMITED:

- 27.1 The County's Project Manager will control the work under the contract. The successful bidder must perform all the work to the complete satisfaction of the Project Manager. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the method of work performance are examples, only. Bidders should not assume that the Project Manager's direction is limited to those items only, but applies to all work performed under the contract

SPECIAL PROVISIONS, continued28. INCOMPETENT OR DISORDERLY EMPLOYEES:

- 28.1 If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be re-employed (on subject project) except on written consent of the Project Manager.
- 28.2 Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any County or School job site without the written consent of the Project Manager
- 28.3 The use of tobacco products, of any kind, is not permitted on School Board property.

29. WORKMANSHIP:

- 29.1 Only first-class work shall be performed and all materials furnished in carrying out this contract shall be of character and quality required by the specifications. Where no standard is specified, for such work or materials they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager.
- 29.2 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.

30. CLEANING UP:

- 30.1 The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, the Contractor shall cause to be removed from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials and shall have the area "Broom Clean" and ready for use.
- 30.2 In case of a dispute Fairfax County may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Manager shall determine to be fair and equitable.

31. ACCESS TO AND INSPECTION OF WORK:

- 31.1 The Fairfax County Purchasing Agent and using agency shall, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

32. EXAMINATION OF DEFECTIVE WORK:

- 32.1 If the Project Manager shall so require, the Contractor shall, at any time during the continuance of this contract, pull down or undo any part of the work and make such openings therein as may be required and enable the Project Manager to make proper inspection and the Contractor shall make good again the work so pulled down, undone or opened to the said Project Manager's satisfaction. If the work is found to be faulty, in any respect, the whole of the expenses incurred shall be defrayed by the Contractor, but if the work is found

SPECIAL PROVISIONS, continued

not to be faulty by the Project Manager, the expenses thereby incurred shall be defrayed by the Owner.

- 32.2 The Owner has the right to make inspections and tests, as deemed advisable, to ensure the requirements of these specifications are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the Owner may demand the Contractor take the steps necessary to meet those requirements. If the Contractor fails to respond to such demands, the County may terminate the contract for cause, in accordance with paragraph 33 of the General Terms and Conditions. In this event, the County may enter into an agreement with others and the Contractor will be liable to the County for costs in excess of the original Contract amount.

33. INSPECTION:

- 33.1 All work and materials shall be subject to a final inspection by an authorized representative of Fairfax County. Any omission or failure on the part of the Fairfax County Representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection the Contractor shall remove or repair, at his own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
- 33.2 If the contract documents, the Owner's or his agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Owner or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

34. WARRANTY:

- 34.1 All work and parts provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.
- 34.2 When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor, in writing, and the Contractor shall respond within seven (7) days of the notification. Upon receipt of notice from the Owner, of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the Owner or replace the complete item.

35. RECORD OF WORK TICKETS:

- 35.1 Work performed, under this contract, shall be supported by the Contractor's work ticket. Work tickets shall be on the Contractor's format as approved by the Purchasing Agent
- 35.2 Each work ticket shall reflect the daily work activity to include time of arrival and departure, the number, by name and craft, of the craftsmen on the job, type and amount of materials used per day, and any equipment to include rental equipment that may be used during the work. If the work is performed at the County site, the work ticket shall be authenticated daily by a County employee, at the job site, and a copy provided to the authenticating employee. Rental equipment shall be documented with charge tickets from the rental company. The Contractor's Work Ticket shall contain the following information:

SPECIAL PROVISIONS, continued

1. Contractor's Name
2. Purchase Order and Call Order Number
3. Date of Purchase
4. **Time of arrival and departure/ start and stop times**
5. Names of employees on job - per craft.
6. Detailed description of work done
7. Itemized list of materials and rental equipment furnished at the job site
8. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract
9. Name of authorized representative placing the order
10. Name of Fairfax County Agency receiving the goods/services

35.3 In all instances, the Contractor's Work Ticket will be prepared and signed in triplicate, by the designated representative of Fairfax County, and one copy being retained by the Contractor.

36. INVOICING PROCEDURE:

36.1 The Contractor shall submit a Summary Invoice once each month, listing the Work Ticket numbers covering work done during the monthly billing period and submitted to the BILL TO address shown on the purchase order. The invoice must be accompanied by one copy of each signed Work Ticket.

36.2 The Contractor will invoice all materials, equipment rental or subcontractors, **based on the actual cost of the materials (over \$25.00), equipment or subcontractors with a mark-up equal to the percentages shown below.**

Materials markup: 25%

Equipment Rental and Subcontracting markup: 10%

36.3 The invoice shall contain the applicable Purchase Order number, BP (call order number) or SO number, and the name of the Agency receiving the service.

37. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

37.1 Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion

38. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

38.1 Extension of Contract: Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia, Metropolitan Washington Council of Governments jurisdictions, listed and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any listed jurisdiction will have no effect on consideration of your bid.

SPECIAL PROVISIONS, continued

- 38.2 It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract(s).
- 38.3 Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 38.4 Fairfax County **shall not** be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

39. SUBCONTRACTING:

- 39.1 The Contractor(s) shall not commence any work which will require the use of a subcontractor without obtaining prior approval from the agency's project manager. The use of subcontractors, in regards to work generated from this contract, shall be limited to 15% of the total work per call or order. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is included as Appendix A to this solicitation package.
- 39.2 Upon award of contract, the prime contractor agrees to make a maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

40. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 40.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.
- 40.2 Your acceptance of this contract acknowledges your commitment and compliance with ADA.

41. NEWS RELEASES BY VENDORS:

- 41.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

42. PRE-BID CONFERENCE:

- 42.1 A pre-bid conference will be held on December 11, 2001, at 9:00 a.m., at the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA, 22035-0014. Attendance is urged for all prospective bidders.

PRICING SCHEDULE - DPSM 33

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM30)
- B. General Conditions, Pages 1 through 9
- C. Special Provisions & Specifications, Pages 10 through 26
- D. Pricing Schedule (DPSM35), Pages 27 through 33
- E. Listing of Potential Subcontractors, Appendix A
- F. Purchase Order

SMALL BUSINESS ENTERPRISES:

The Fairfax County Human Rights Ordinance and relevant Federal and State Laws, orders and regulations, require Fairfax County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small Business Enterprises.

Definitions:

1. **Small Business:**

Means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual gross receipts. (Supercedes paragraph 41c of General Conditions and Instructions to Bidders.)

2. **Minority Business:**

Means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and **persons with disabilities**: a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment. (Supercedes paragraph 41d of General Conditions and Instructions to Bidders.).

3. **Sheltered Workshop:**

Means a work-oriented rehabilitative facility with a controlled working environment and individual goals which utilizes work experience and related services for assisting the handicapped person to progress toward normal living and a productive vocational status.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

☐ Owned by Person(s) with Disabilities

☐ Women Owned

☐ African American

☐ American Indian

☐ Small Business

☐ Hispanic American

☐ Eskimo and Aleuts

☐ Sheltered Workshop

☐ Asian American

☐ Large Business

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

PERSON'SNAME/TITLE: _____ / _____

ADDRESS:(Office)_____

TELEPHONE/FAX:(Office)_____ E-MAIL:_____

PAY TO ADDRESS: (If different from Firm address on Cover Page)

PRICING SCHEDULE, continued
DPSM 34

BIDDERS AUTHORIZATION TO EXTEND CONTRACTS TO OTHER JURISDICTIONS
(REFERENCE: SPECIAL PROVISIONS PARAGRAPH 38)

<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Manassas City Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park &
<input type="checkbox"/>	<input type="checkbox"/>	Arlington Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Charles County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of
<input type="checkbox"/>	<input type="checkbox"/>	Chevy Chase Village, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Governments
<input type="checkbox"/>	<input type="checkbox"/>	City of Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Clark County Administrative Services	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery Community College
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Planning District
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Orange County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church City Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Frederick City, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Rappahannock County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Shenandoah County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Town of Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Madison County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit
			<input type="checkbox"/>	<input type="checkbox"/>	Authority

Vendor Name

PRICING SCHEDULE, continued
DPSM 34

Item No.	Description	Quantity	Unit	Unit Price
PART 1: LABOR RATES – Equipment Repair				
<p>Indicate your firm's labor rates for providing service and repairs to overhead doors. Labor rates shall include all direct and indirect costs such as transportation, supervision, general and administrative costs and profit, etc. Ref: Special Provisions paragraph 3.</p> <p>Regular Time is defined as: Monday through Friday, 8:00 a.m. to 4:30 p.m. Overtime is defined as Monday through Friday, 4:30 p.m. to 8:00 a.m., Weekends and County Holidays.</p> <p>NOTE: The Contractor will invoice all miscellaneous materials, equipment rental or subcontractors, based on the actual cost of the materials (over \$25.00), equipment or subcontractors with a mark-up equal to the percentages shown below. No additional costs of any kind will be allowed. Invoices shall be accompanied by work tickets. Ref: Special Provisions paragraphs 3.2.</p> <p style="text-align: center;">Miscellaneous Materials markup: <u>25%</u> Equipment Rental and Subcontracting markup: <u>10%</u></p>				
Labor Rate: Regular Time 8:00 a.m. to 4:30 p.m.				
1.	7601 Labor Rate, Mechanic - Regular Time	1	HR	\$
2.	7601 Labor Rate, Helper - Regular Time	1	HR	\$
Labor Rate: Overtime 4:30 p.m. to 8:00 a.m.				
3.	7601 Labor Rate, Mechanic - Overtime	1	HR	\$
4.	7601 Labor Rate, Helper - Overtime	1	HR	\$
Total Amount Bid PART 1:				\$
<p><u>RESPONSE TIME:</u></p> <p>Fairfax County requires that service response shall be made at destination within four hours, after receipt of call, for routine calls and two hours, after receipt of call, for emergency calls. Bidders are required to indicate response times <u>IF</u> their response times are different than those specified. If no bids are received offering the service response time specified, award may be made to the lowest responsible bidder offering the shortest service response time. <i>The Contractor shall satisfy this emergency requirement seven days per week, 24 hours per day.</i> Ref: Special Provisions paragraph 5.1.</p> <p>_____ Hours after receipt of call for <i>Routine</i> calls</p> <p>_____ Hours after receipt of call for <i>Emergency</i> calls</p>				

PRICING SCHEDULE, continued
DPSM 34

Item No.	Description	Quantity	Unit	Unit Price
<u>PART 2: LABOR RATES – Replacement/New Installations</u>				
<p>Indicate your firm's labor rates for replacing existing doors, and for the new installation of doors. Labor rates shall include all direct and indirect costs such as transportation, supervision, general and administrative costs and profit, etc. Ref: Special Provisions paragraph 3.</p> <p>Regular Time is defined as: Monday through Friday, 8:00 a.m. to 4:30 p.m. Overtime is defined as Monday through Friday, 4:30 p.m. to 8:00 a.m., Weekends and County Holidays.</p> <p>NOTE: The Contractor will invoice all materials, equipment rental or subcontractors, based on the actual cost of the materials (over \$25.00), equipment or subcontractors with a mark-up equal to the percentages shown below. No additional costs of any kind will be allowed. Invoices shall be accompanied by work tickets. Ref: Special Provisions paragraphs 3.2.</p> <p style="text-align: center;">Materials markup: <u>25%</u> Equipment Rental and Subcontracting markup: <u>10%</u></p>				
Labor Rate: Regular Time 8:00 a.m. to 4:30 p.m.				
5.	7601 Labor Rate, Mechanic - Regular Time	1	HR	\$
6.	7601 Labor Rate, Helper - Regular Time	1	HR	\$
Labor Rate: Overtime 4:30 p.m. to 8:00 a.m.				
7.	7601 Labor Rate, Mechanic - Overtime	1	HR	\$
8.	7601 Labor Rate, Helper - Overtime	1	HR	\$
Total Amount Bid PART 2:				\$
<p><u>RESPONSE TIME:</u></p> <p>Fairfax County requires that service response shall be made at destination within two days, after receipt of call, for routine calls and 24 hours, after receipt of call, for emergency calls. Bidders are required to indicate response times <u>IF</u> their response times are different than those specified. If no bids are received offering the service response time specified, award may be made to the lowest responsible bidder offering the shortest service response time. <i>The Contractor shall satisfy this emergency requirement seven days per week, 24 hours per day.</i> Ref: Special Provisions paragraph 5.1.</p> <p style="margin-left: 40px;">_____ Hours after receipt of call for <i>Routine</i> calls</p> <p style="margin-left: 40px;">_____ Hours after receipt of call for <i>Emergency</i> calls</p>				

PRICING SCHEDULE, continued
DPSM 34

REFERENCES:

List below three (3) references for whom you have provided similar equipment service, and installation work during the past three (3) years. Include the contact person's name, address and telephone number for each of the contracts.

1) Name: _____
Address: _____

Contact: _____
Telephone: _____

2) Name: _____
Address: _____

Contact: _____
Telephone: _____

3) Name: _____
Address: _____

Contact: _____
Telephone: _____

PRICING SCHEDULE, continued
DPSM 34

SAFETY VIOLATION:

List safety violations, Ref: Paragraph 7, Special Provisions.

If there were no safety violations, execute the following certification:

I hereby certify that: _____ has not received any citations

(Name of Bidding Firm)

for safety violations described in Special Provisions paragraph 7, which have become final within three years prior to bid submission.

Principal

State of: _____)

County of: _____)

On this _____ day of _____, 20 ____, after first being duly sworn, appeared before me, the undersigned Notary Public, and executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

My commission expires: _____, 20____.

Seal